



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

BANKRUPTCY—DISCHARGE—COMPOSITION—NEW PROMISE.—HERRINGTON v. DAVITT ET AL. (1917) 115 N. E. (N. Y.) 476.—The defendant's testator having been discharged as a bankrupt under the Federal Act of 1898 (c. 541, 30 St. 544) a compromise was effected under the provisions of the act. The plaintiff accepted this compromise. Later the defendant's testator promised to pay the plaintiff the balance as soon as he sold his mill. *Held*, that a discharge in bankruptcy through a composition was not a voluntary extinguishment of the debt and that a subsequent promise was binding.

A subsequent promise to pay a debt voluntarily discharged is not binding for want of legal consideration. *Stafford v. Bacon* (1841) 1 Hill (N. Y.) 532; (erroneously reported in 25 Wend. (N. Y.) 384); *Warren v. Whitney* (1845) 24 Me. 561; *Evans v. Bell* (1885) 15 Lea (Tenn.) 569. Yet a subsequent promise to pay a debt discharged by operation of law is binding. *McNair v. Gilbert* (1829) 3 Wend. (N. Y.) 344; *Wait v. Morris* (1831) 6 Wend. (N. Y.) 394; *Fitzgerald v. Alexander* (1838) 19 Wend. (N. Y.) 402; *Dusenbury v. Hoyt* (1873) 53 N. Y. 521; Code of Civil Procedure of N. Y., sec. 481. A discharge in bankruptcy through a composition is not a voluntary release or extinguishment of the debt. *Cohen v. Lachenmaier* (1912) 147 Wis. 649; *In matter Merriman's Estate* (1878) 44 Conn. 587; *Guild v. Butler* (1877) 122 Mass. 498; *contra*, *Taylor v. Skiles* (1904) 113 Tenn. 288 (authorities cited not in point). Hence it is submitted that the principal case is correct and seems to be the first in New York to sustain this proposition.

F. C. H.

CARRIERS—BURIAL OF BODY AT SEA—DUTY TO NEXT OF KIN.—FINLEY V. ATLANTIC TRANSPORT CO., LTD. (1917) 115 N. E. (N. Y.) 715.—A passenger on defendant's steamship died five days before the ship arrived at New York. The body was embalmed and put into such condition that it could have been carried to New York, but the day before reaching port the body was buried at sea. *Held*, that it was the common-law duty of the steamship company to transport the body to New York and deliver it for burial to the parties entitled to its possession, and for breach of such duty a son had a cause of action. Collin, J., *dissenting*.

The courts have frequently declared that a dead body is not property or a subject of property rights. *In re Wong Yung Quy* (1880) 6 Sawy. (U. S.) 442. Thus no writ or action of replevin will lie for a dead body, nor is a dead body subject to a lien for the price of goods furnished during life, or for the value of the casket enclosing the remains. *Guthrie v. Weaver* (1876) 1 Mo. App. 136; *Reg. v. Fox* (1841) 2 Q. B. 246; *Keyes v. Konkel* (1899) 119 Mich. 550. It is well settled, however, that there is a legal right to possession and control for purposes of burial and for preserving the remains inviolate for breach of which an action lies. *Williams v. Williams* (1882) 20 Ch. D. 659; *Larson v. Chase* (1891) 47 Minn. 307; *Palenzke v. Bruning* (1900) 98 Ill. App. 644; *Pierce v. Proprietors of Cemetery* (1872) 10 R. I. 227. The right in question is held to be in the next of kin. *Larson v. Chase*, *supra*; *Darcy v. Presbyterian Hospital* (1911) 202 N. Y. 259. Under ordinary circumstances,